

**Certificate of Notice Page 1 of 4**  
 United States Bankruptcy Court  
 Eastern District of Pennsylvania

In re:  
 Gary S. Mariotti  
 Debtor

Case No. 16-11060-elf  
 Chapter 13

**CERTIFICATE OF NOTICE**

District/off: 0313-2

User: JeanetteG  
 Form ID: pdf900

Page 1 of 1  
 Total Noticed: 6

Date Rcvd: Jun 13, 2017

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jun 15, 2017.

db +Gary S. Mariotti, 721 Clymer Lane, Ridley Park, PA 19078-1312  
 cr +DITECH FINANCIAL LLC, 14841 Dallas Parkway, Suite 300, Dallas, TX 75254-7883

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.  
 smg E-mail/Text: bankruptcy@phila.gov Jun 14 2017 01:14:38 City of Philadelphia,  
 City of Philadelphia Law Dept., Tax Unit/Bankruptcy Dept, 1515 Arch Street 15th Floor,  
 Philadelphia, PA 19102-1595

smg E-mail/Text: RVSVCBICNOTICE1@state.pa.us Jun 14 2017 01:14:28  
 Pennsylvania Department of Revenue, Bankruptcy Division, P.O. Box 280946,  
 Harrisburg, PA 17128-0946

smg +E-mail/Text: usapae.bankruptcynotices@usdoj.gov Jun 14 2017 01:14:36 U.S. Attorney Office,  
 c/o Virginia Powel, Esq., Room 1250, 615 Chestnut Street, Philadelphia, PA 19106-4404

cr E-mail/PDF: gecsed@recoverycorp.com Jun 14 2017 01:20:43 Synchrony Bank,  
 c/o Recovery Management Systems Corporat, 25 SE 2nd Avenue, Suite 1120,  
 Miami, FL 33131-1605

TOTAL: 4

\*\*\*\*\* BYPASSED RECIPIENTS \*\*\*\*\*

NONE.

TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.  
 USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

**I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.**

**Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Jun 15, 2017

Signature: /s/Joseph Speetjens

**CM/ECF NOTICE OF ELECTRONIC FILING**

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on June 13, 2017 at the address(es) listed below:

BRIAN CRAIG NICHOLAS on behalf of Creditor Ditech Financial LLC bnicholas@kmlawgroup.com,  
 bkggroup@kmlawgroup.com

DAVID B. SPITOFISKY on behalf of Debtor Gary S. Mariotti spitofskybk@verizon.net,  
 spitofskylaw@verizon.net

JOSHUA ISAAC GOLDMAN on behalf of Creditor Ditech Financial LLC bkggroup@kmlawgroup.com,  
 bkggroup@kmlawgroup.com

MATTEO SAMUEL WEINER on behalf of Creditor Ditech Financial LLC bkggroup@kmlawgroup.com

THOMAS I. PULEO on behalf of Creditor Ditech Financial LLC tpuleo@kmlawgroup.com,  
 bkggroup@kmlawgroup.com

United States Trustee USTPRegion03.PH.ECF@usdoj.gov

WILLIAM C. MILLER, Esq. ecfemails@ph13trustee.com, philaecf@gmail.com

TOTAL: 7

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Gary S. Mariotti	<u>Debtor</u>	CHAPTER 13
Ditech Financial LLC	<u>Movant</u>	
vs.		NO. 16-11060 ELF
Gary S. Mariotti	<u>Debtor</u>	
William C. Miller	<u>Trustee</u>	11 U.S.C. Section 362

**STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$4,668.45**, which breaks down as follows;

Post-Petition Payments:	January 1, 2017 through April 2017 at \$889.13/month
	May 1, 2017 at \$896.77/month
Suspense Balance:	\$815.84
Fees & Costs Relating to Motion:	\$1,031.00
<b>Total Post-Petition Arrears</b>	<b>\$4,668.45</b>

2. To resolve this motion for relief, Debtor agrees to cure the aforesaid post-petition arrearages while maintaining regular mortgage payments in the following manner:

a). Within seven (7) days of the filing of this Stipulation, Debtor will pay Movant a down payment of \$1,778.26 toward the arrearage;

b). Debtor shall resume making regular post-petition contractual monthly mortgage payments beginning with the payment due July 1, 2017 in the amount of \$896.77, and shall maintain contractual monthly mortgage payments to Movant thereafter;

c). Beginning July 1, 2017 and continuing through December 1, 2017, until the arrearages are cured, Debtor shall pay both the regular monthly mortgage payment of \$896.77 (or as adjusted pursuant to the terms of the mortgage) on or before the first (1<sup>st</sup>) day of each month (with late charges being assessed after the 15<sup>th</sup> of the month), plus an installment payment of \$481.70 towards the arrearages on or before the last day of each month at the address below;

d). All payments shall be made to the following address:

**Ditech Financial LLC f/k/a Green Tree Servicing LLC**  
P.O. Box 0049  
Palatine, IL 60055-0049

3. Should Debtor provide sufficient proof of payments made, but not credited (front & back copies of cancelled checks and/or money orders), Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtor and Debtor's attorney of the default in writing and Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant immediate relief from the automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3).

5. The stay of Bankruptcy Rule 4001(a)(3) is waived with respect to any Court order approving of this stipulation and/or ordering the parties to uphold the terms agreed upon herein.

6. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the court and the court shall enter an order granting Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: May 23, 2017

By: /s/ Matteo S. Weiner, Esquire  
Matteo S. Weiner, Esquire  
KML Law Group, P.C.  
701 Market Street, Suite 5000  
Philadelphia, PA 19106-1532  
(215) 627-1322 FAX (215) 627-7734  
Attorneys for Movant

*Larry Marolotti*  
16-11060

Date: 6/7/17

**\*without prejudice to any  
trustee rights or remedies**

*[Signature]*  
David B. Spitofsky  
Attorney for Debtor

**NO OBJECTION**

Date: 6/12/2017

*[Signature]*  
William C. Miller  
Chapter 13 Trustee

**ORDER**

Approved by the Court this 12th day of June, 2017. However, the court retains discretion regarding entry of any further order.

*[Signature]*

ERIC L. FRANK  
CHIEF U.S. BANKRUPTCY JUDGE